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THIRD SUPPLEMENTAL LOAN AGREEMENT

by and between

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, KENTUCKY

and

THE THIRD AND OAK CORPORATION d/b/a TREYTON OAK TOWERS

Dated as of September 1, 2021

Relating to:

Louisville/Jefferson County Metro Government, Kentucky,  
First Mortgage Residential Care Facilities Revenue Bonds  
(Treyton Oak Towers Economic Development Project)  
Series 1995B

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This THIRD SUPPLEMENTAL LOAN AGREEMENT (this “Third Supplemental Loan Agreement”) is made and entered into as of September 1, 2021, by and between (i) LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, a political subdivision of the Commonwealth of Kentucky (the “Issuer” or the “Lender”), and (ii) THE THIRD AND OAK CORPORATION, d/b/a Treyton Oak Towers, a nonprofit corporation duly organized under and validly existing by virtue of the laws of the Commonwealth of Kentucky (the “Borrower”).

WITNESSETH:

WHEREAS, the County of Jefferson, Kentucky (“Jefferson County”) and First National Bank of Louisville (the “Original Trustee”) entered into a Trust Indenture dated as of September 1, 1982 (the “1982 Indenture”), whereby Jefferson County issued its \$22,370,000 original aggregate principal amount of County of Jefferson (Kentucky) First Mortgage Residential Care Facilities Revenue Bonds (Treyton Oak Towers Economic Development Project) Series 1982 (the “1982 Bonds”); and

WHEREAS, Jefferson County loaned the proceeds of the 1982 Bonds to the Borrower to pay the costs of providing extended or long-term care facilities, including housing for the aged or the infirm, pursuant to the provisions of a Loan Agreement dated as of September 1, 1982, by and between Jefferson County and the Borrower (the “1982 Loan Agreement”); and

WHEREAS, after the issuance of the 1982 Bonds, Events of Default occurred within the meaning specified in Section 1001 of the 1982 Indenture and under the 1982 Loan Agreement; and

WHEREAS, the Borrower filed for reorganization on May 6, 1988, under Chapter 11 of the United States Bankruptcy Code and submitted a Plan of Reorganization pursuant thereto (the “1988 Plan of Reorganization”); and

WHEREAS, the 1988 Plan of Reorganization was conditioned upon the refinancing of the 1982 Bonds by the issuance of the \$22,370,000 original aggregate principal amount of County of Jefferson (Kentucky) First Mortgage Residential Care Facilities Revenue Bonds (Treyton Oak Towers Economic Development Project) Series 1998 (the “1988 Bonds”) under a First Supplemental Trust Indenture dated as of September 1, 1988, by and between Jefferson County and the Original Trustee (the “First Supplemental Indenture”), the exchanging of the 1988 Bonds for the 1982 Bonds, and the execution and delivery of a First Supplemental Loan Agreement dated as of September 1, 1988, by and between Jefferson County and the Borrower (the “First Supplemental Loan Agreement”); and

WHEREAS, the 1988 Bonds were issued in the same principal amounts, but with longer maturities and lower rates of interest, than the 1982 Bonds; and

WHEREAS, the 1988 Plan of Reorganization was confirmed by order of the United States Bankruptcy Court on January 26, 1989; and

WHEREAS, the confirmation of the 1988 Plan of Reorganization had the legal effect of, among other things, binding all of the owners of the 1982 Bonds to accept the 1988 Bonds and other property provided to the owners of the 1982 Bonds pursuant to the 1988 Plan of

Reorganization in substitution for the 1982 Bonds as if they had affirmatively consented to the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement and the issuance of the 1988 Bonds; and

WHEREAS, after the issuance of the 1988 Bonds, Events of Default occurred within the meaning specified in Section 1001 of the 1982 Indenture, as amended and supplemented by the First Supplemental Indenture and under the 1982 Loan Agreement, as amended and supplemented by the First Supplemental Loan Agreement; and

WHEREAS, the Borrower filed for reorganization on August 8, 1994, under Chapter 11 of the United States Bankruptcy Code and submitted a Plan of Reorganization pursuant thereto (the "1995 Plan of Reorganization"); and

WHEREAS, the 1995 Plan of Reorganization was conditioned upon the refinancing of the 1988 Bonds by the issuance of new bonds (the "1995 Bonds") under a Second Supplemental Trust Indenture dated as of September 1, 1995 (the "Second Supplemental Indenture"), by and between Jefferson County and Mark Twain Bank, as successor to the Original Trustee (the "First Successor Trustee"), the exchanging of the 1988 Bonds for the 1995 Bonds, and the execution and delivery of a Second Supplemental Loan Agreement dated as of September 1, 1995, by and between Jefferson County and the Borrower (the "Second Supplemental Loan Agreement"); and

WHEREAS, the 1995 Bonds were issued in two series - the first of which, being \$12,267,750 original aggregate principal amount of County of Jefferson (Kentucky) First Mortgage Residential Care Facilities Revenue Bonds (Treyton Oak Towers Economic Development Project) Series 1995A (the "1995A Bonds"), were issued in an aggregate principal amount equal to 55% of the aggregate principal amount of the 1988 Bonds, but with a single maturity on September 1, 2021, and the second of which, being the County of Jefferson (Kentucky) First Mortgage Residential Care Facilities Revenue Bonds (Treyton Oak Towers Economic Development Project) Series 1995B (the "1995B Bonds"), were issued to represent the Contingent Payments (as described therein) due to the owners of the 1988 Bonds pursuant to the 1995 Plan of Reorganization; and

WHEREAS, the 1995 Plan of Reorganization was confirmed by order of the United States Bankruptcy Court on August 10, 1995; and

WHEREAS, the confirmation of the 1995 Plan of Reorganization had the legal effect of, among other things, binding all of the owners of the 1988 Bonds to accept the 1995 Bonds and other property provided to the owners of the 1988 Bonds pursuant to the 1995 Plan of Reorganization in substitution for the 1988 Bonds as if they had affirmatively consented to the execution and delivery of the Second Supplemental Indenture and the Second Supplemental Loan Agreement and the issuance of the 1995 Bonds; and

WHEREAS, the Issuer came into legal existence on January 6, 2003 by operation of law and voter approval in accordance with laws now codified as Chapter 67C of the Kentucky Revised Statutes and replaced and superseded the prior governments of both the City of Louisville, Kentucky and Jefferson County and pursuant to law has mandatorily assumed all existing contracts

and obligations of Jefferson County and has been endowed with all powers of Jefferson County; and

WHEREAS, the Bank of New York Mellon Trust Company, N.A. now serves as the successor Trustee (the "Trustee") to the First Successor Trustee for the 1995 Bonds under the 1982 Indenture, as supplemented by the First Supplemental Indenture, and as further supplemented by the Second Supplemental Indenture (as supplemented, the "Current Indenture"); and

WHEREAS, the 1995A Bonds matured and were paid and discharged by the Trustee on September 1, 2021 pursuant to the Current Indenture; and

WHEREAS, pursuant to the Current Indenture, the 1995B Bonds mature on June 30, 2022 and are payable in an amount defined therein as the "Balloon Payment," being an amount equal to the positive difference, if any, between (i) \$15,447,390, minus (ii) the sum of (1) the aggregate Contingent Payments previously paid to the Owners of the 1995B Bonds pursuant to the Current Indenture and (2) all of the Indenture Trustee Expenses (as defined in the 1995 Plan of Reorganization); and

WHEREAS, the Indenture Trustee Expenses were paid in full to or on behalf of the First Successor Trustee on or about March 4, 1996; and

WHEREAS, the 1982 Loan Agreement, as supplemented by the First Supplemental Loan Agreement, and as further supplemented by the Second Supplemental Loan Agreement (as supplemented, the "Current Loan Agreement") requires the Borrower to pay an amount sufficient at maturity of the 1995B Bonds to pay the Balloon Payment and utilizes the same definition of Balloon Payment found in the Current Indenture; and

WHEREAS, the Issuer and the Borrower have determined that the formulation of the Balloon Payment contained in the Current Indenture and the Current Loan Agreement contains a formal defect because it requires the Trustee to apply a non-cash offset for Indenture Trustee Expenses against the cash payment of the 1995B Bonds at their maturity; and

WHEREAS, the Issuer and the Borrower desire to amend the definition of Balloon Payment in the Current Loan Agreement to reduce the maximum stated amount thereof, or \$15,447,390, by the amount of Indenture Trustee Expenses approved by the United States Bankruptcy Court under the 1995 Plan of Reorganization, being \$597,412.85, and to eliminate the reference to Indenture Trustee Expenses therein, and to make similar revisions wherever a reference to Indenture Trustee Expenses appears throughout the Current Loan Agreement; and

WHEREAS, such amendment is permitted without the consent of, or notice to, the holders of the 1995B Bonds by Sections 1201(a) and 1301 of the Current Indenture and Section 9.1 of the Loan Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Lender and the Borrower do hereby covenant and agree as set forth herein; provided, however, that in the performance of the agreements of the Lender herein contained, any obligation it may thereby incur for the payment of money shall not constitute a general obligation of the Lender but shall be payable solely out of the revenues and receipts derived

from the Loan Agreement and the Second Substitute Note (as each is hereinafter defined), and the 1995 Bonds shall not constitute a general obligation of the Lender nor constitute an indebtedness or general obligation of the State or any political subdivision of the State within the meaning of any constitutional or statutory provision whatsoever.

Section 101. Reaffirmation of Current Loan Agreement. Except as supplemented by this Third Supplemental Loan Agreement, the Lender and the Borrower hereby reaffirm all the terms and conditions of the Current Loan Agreement and, except as supplemented as aforesaid, agree to be bound by the same. The Borrower hereby acknowledges and agrees to all the terms and conditions of the Current Loan Agreement as supplemented by this Third Supplemental Loan Agreement as evidenced by its signature hereon. The terms of this Third Supplemental Loan Agreement shall prevail in the event of any conflict between the terms of the Current Loan Agreement and those set forth in this Third Supplemental Loan Agreement.

Section 102. Amendment of Defined Terms in Article I of the Current Loan Agreement

(a) General Rules for Defined Terms. All words and terms used in this Third Supplemental Loan Agreement shall have the meanings provided herein or the same meanings as such terms are given in the Current Loan Agreement unless otherwise provided in subsections (b) through (c), inclusive, of this Section 1.02.

(b) Addition of Additional Defined Terms. The following defined terms are hereby added to Article I of the Current Loan Agreement and shall have the meanings set forth below:

“Third Supplemental Indenture” shall mean the Third Supplemental Trust Indenture dated as of September 1, 2021, by and between the Issuer and the Trustee.

“Third Supplemental Loan Agreement” shall mean the Third Supplemental Loan Agreement dated as of September 1, 2021, by and between the Issuer and the Borrower.

“Third Supplemental Mortgage” means the Third Supplemental Mortgage and Security Agreement dated as of September 1, 2021, executed and delivered by the Borrower to the Trustee, and recorded in the Office of the Clerk of Jefferson County, Kentucky.

(c) Amendment and Replacement of Existing Defined Terms. The following defined terms shall amend, restate, and supersede the corresponding defined terms set forth in Article I of the Current Loan Agreement:

“Balloon Payment” means the Contingent Payment due on June 30, 2022 (or such earlier extraordinary mandatory redemption date, if any, required by the Indenture), in an amount equal to the positive difference, if any, between (a) \$14,849,977.15, minus (b) the aggregate Contingent Payments previously paid to the Owners of the 1995B Bonds and/or to be paid thereto on June 30, 2022 (or such earlier extraordinary mandatory redemption date, if any, required by the Indenture).

“Bond Registrar” and “Paying Agent” means The Bank of New York Mellon Trust Company, N.A., Louisville, Kentucky, the Trustee, as the successor-in-interest to Mark Twain Bank, St Louis, Missouri.

“Current Indenture” means the 1982 Indenture, as supplemented by the First Supplemental Indenture, and as further supplemented by the Second Supplemental Indenture.

“Current Loan Agreement” means the 1982 Loan Agreement, as supplemented by the First Supplemental Loan Agreement, and as further supplemented by the Second Supplemental Loan Agreement.

“Current Mortgage” means the 1982 Mortgage, as supplemented by the First Supplemental Mortgage, and as further supplemented by the Second Supplemental Mortgage.

“Indenture” means the 1982 Indenture as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, and the Third Supplemental Indenture, and as the same may be further amended or supplemented from time to time.

“Issuer” or “Lender” means Louisville/Jefferson County Metro Government, Kentucky, a political subdivision of the Commonwealth of Kentucky, which pursuant to law has mandatorily assumed all existing contracts and obligations of the former County of Jefferson, Kentucky including those under the Indenture.

“Loan Agreement” means the 1982 Loan Agreement as supplemented by the First Supplemental Loan Agreement, the Second Supplemental Loan Agreement, and the Third Supplemental Loan Agreement, and as the same may be further amended or supplemented from time to time.

“Mortgage” means the 1982 Mortgage, as supplemented by the First Supplemental Mortgage, the Second Supplemental Mortgage, and the Third Supplemental Mortgage, and as the same may be further amended or supplemented from time to time.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., Louisville, Kentucky, as successor-in-interest to Mark Twain Bank, St. Louis, Missouri and First National Bank of Louisville, Louisville, Kentucky, and its successors, in the performance of its obligations under the Indenture as Trustee, and any successor trustee at the time serving as successor Trustee pursuant to the Indenture.

Section 103. Amendment and Restatement of the First Paragraph of Section 5.3 of the Current Loan Agreement. The first paragraph of Section 5.3 of the Current Loan Agreement is hereby amended and restated to read as follows:

5.3 Mandatory Obligation of Borrower to Prepay Second Substitute Note if Series 1995 Bonds Become Subject to Federal Income Tax. The Indenture provides in Section 301 that the 1995 Bonds are subject to mandatory redemption, in whole, in the event of a “Determination of Taxability” at a redemption price equal to (i) with respect to

each 1995A Bond, the principal amount thereof plus accrued interest thereon to the date fixed for such extraordinary mandatory redemption, and (ii) with respect to each 1995B Bond, the percentage interest represented thereby of the positive difference, if any, between (a) \$14,849,977.15 minus (b) the aggregate Contingent Payments previously paid to the Owners of the 1995B Bonds and/or to be paid on or prior to the applicable extraordinary mandatory redemption date.

Section 104. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Third Supplemental Loan Agreement is intended or shall be construed to give to any person or company other than the parties hereto and the holders of the 1995B Bonds any legal or equitable right, remedy, or claim under or in respect to this Third Supplemental Loan Agreement or any covenants, conditions, and provisions herein contained; this Third Supplemental Loan Agreement and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the 1995B Bonds.

Section 105. Effective Date. This Third Supplemental Loan Agreement shall be effective as of the date first written above.

Section 106. Severability. If any provision of this Third Supplemental Loan Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 107. Execution in Counterparts. This Third Supplemental Loan Agreement shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 108. Applicable Law. This Third Supplemental Loan Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section 109. No Rights Conferred on Others. Except as expressly provided herein, nothing herein contained shall confer any right upon any person other than the parties hereto and the holders of the 1995B Bonds.

Section 110. Captions. The captions or headings in this Third Supplemental Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles or Sections of this Third Supplemental Loan Agreement.

Section 111. No Pecuniary Liability of Issuer. No provision, covenant or agreement contained in this Third Supplemental Loan Agreement or breach thereof shall constitute or give rise to any pecuniary liability whatsoever of the Issuer or a charge upon any of its assets or its general credit or taxing powers. In making such covenants, agreements, or provisions, the Issuer has not obligated itself, except as to application of revenues as provided in the Loan Agreement, the Indenture, and as herein provided.

Section 112. Successors and Assigns. All the covenants, promises, and agreements in this Third Supplemental Loan Agreement contained by or on behalf of the Issuer or by or on behalf of

the Borrower shall bind and inure to the benefit of their respective successors an assigns, whether so expressed or not.

[Signature page to follow]

SIGNATURE PAGE TO THIRD SUPPLEMENTAL LOAN AGREEMENT

IN WITNESS WHEREOF, the Issuer and the Borrower have executed this Third Supplemental Loan Agreement all as of the date first above written.

[Seal]

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT, KENTUCKY

Attest:

\_\_\_\_\_  
Sonya Harward, Metro Council Clerk

By: \_\_\_\_\_  
Greg Fischer, Mayor

Approved as to form and legality:

Michael J. O'Connell  
Jefferson County Attorney

By: \_\_\_\_\_  
Assistant Jefferson County Attorney

THE THIRD AND OAK CORPORATION  
d/b/a TREYTON OAK TOWERS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_